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Pronet Communications, Inc.

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AZ CORP COMMISSION  
DOCUMENT CONTROL

May 7, 2002

Mr. John Bostwick, CC & N Specialist  
Mr. Phillip Dion, Administrative Law Judge  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, AZ 85007-2996

RE: **ProNet Communications, Incorporated Docket No: T-04042A-01-0651**  
**Application For a Certificate of Convenience and Necessity to Provide Resold**  
**Interexchange Service**

Dear Mr. Bostwick and Mr. Dion:

This letter acknowledges our telephone conversation on May 2, 2002. In order to confirm that our tariff states that ProNet Communications, Inc. **does not collect any form of deposits** we are submitting a new original tariff with the issue date of May 7, 2002. With this letter we have submitted said tariff and ten (10) copies to the Arizona Corporation Commission Docket Control Center. Please make note of the following:

- Regarding Deposits: Section 2.7.3 of Original Sheet 13 of enclosed tariff, issued May 7, 2002, states that "No deposits, prepayments, or advances of any form are collected by Carrier. No pre-paid calling cards, considered by the Arizona Corporation Commission a de fact prepayment, will be sold or offered in any form."
- Tariff Filing: We would like the enclosed tariff, issued May 7, 2002, to nullify previous tariffs submitted. The only changes in this tariff from previous tariffs has been the language in Section 2.7.3 of Original Sheet 13. This tariff is submitted as an original tariff.

We hope this clarifies any confusion we have created. Thank you for your kind assistance.

Respectfully submitted,

Coral Johnston  
President

Arizona Corporation Commission  
**DOCKETED**

MAY 14 2002

DOCKETED BY	
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**ProNet Communications,  
Incorporated**

***Application and Petition for  
Certificate of Convenience and Necessity  
To Provide Intrastate Interexchange Services as a  
Reseller***

Docket No. T-04042A-01-0651

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**ProNet Communications, Incorporated**

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OF

Lexington, Kentucky

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Rates, Rules and Regulations for Furnishing  
Resale of Interexchange Telecommunication Services

Throughout the Entire State of Arizona

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Filed with  
ARIZONA CORPORATION COMMISSION  
UTILITIES DIVISION

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**ISSUED:** May 7, 2002

**EFFECTIVE:**

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ISSUED BY: ProNet Communications, Incorporated  
BY: Keith D. Johnston, Chief Executive Officer

**Interexchange Service**

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**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b><u>Sheet</u></b>	<b><u>Revision</u></b>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
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25	Original
26	Original

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ProNet Communications, Incorporated  
3290 Blazer Parkway, Suite 201  
Lexington, KY 40509

**Interexchange Service**

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase Of Rates
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In Reduction of Rates
- T - Change in Text or Regulation But No Change In Rate or Charge

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**TARIFF FORMAT**

- A. Sheet Numbering – Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i),(1)
- D. Check Sheets – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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**SECTION 1 – DEFINITIONS AND ABBREVIATIONS**

**1.1 Definitions:**

Application for Service – A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User – A person, firm, corporation, or other entity authorized by customer to receive or send communications.

Busy Hour – The two consecutive half hours during which the greatest volume of traffic is handled.

Cancellation of Order – A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier – ProNet Communications, Incorporated or ProNet Communications, Inc., unless otherwise specifically state otherwise.

Company – ProNet Communications, Incorporated or ProNet Communications, Inc., also referred to as "Carrier."

Completed Calls – Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

Customer – The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment – Terminal equipment provided by a customer.

Day Rate Period – 8:00 a.m. to 4:59 p.m., Monday through Friday.

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### Interexchange Service

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1.1 Definitions: (continued)

Disconnect – The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

Due Date – The last day for payment without unpaid accounts being subject to a late payment charge.

Evening Rate Period – 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Holidays – Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Interexchange Utility – A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Measured Use Service – The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line.)

Message – A completed telephone call by a customer or user.

Network Terminal – Any location where carrier provides services described herein.

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### Interexchange Service

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1.1 Definitions: (continued)

Night/Weekend Rate Period – 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours – 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Presubscribed Interexchange Charge (PICC) - charge the local exchange company assesses the Long distance company when a consumer picks it as his or her long distance company.

Premises – The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Terminal Equipment – All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunications system of the telephone utility.

1.2 Abbreviations:

IXC – Interexchange Carrier

LATA – Local Access Transport Area

LDA – Local Distribution Area

LEC – Local Exchange Carrier

MTS – Message Toll Service

PBX – Private Branch Exchange

PICC – Prescribed Interexchange Charge

V&H – Vertical and Horizontal

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**Interexchange Service**

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**Section 2 – Rules and Regulations**

**2.1 Carrier Undertaking**

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Limitations on Service**

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3. Title to any equipment provided by Carrier under these regulations remains with the Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

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### **Interexchange Service**

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#### **2.3     Use of Service**

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service agreement.

#### **2.4.     Limitation of Liability**

2.4.1     The liability of the carrier for damages arising out of mistakes, omissions, interruptions, delays , errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delay, error or defect in transmission occurred. For the purpose of computing such amount, a month is considered to have 30 days.

2.4.2     The carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3     Carrier shall be indemnified and held harmless by the customer against all other claims arising out of any act or omission of the customer in connection with any service provided by the carrier.

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### Interexchange Service

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2.4 Limitation of Liability (continued)

- 2.4.4 The carrier shall not be liable for and the customer indemnifies and holds the carrier harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the equipment or wiring provided by the carrier where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the carrier's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Rules and Regulations which specifies the priority system for such activities.

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#### 2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. The customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) of the persons(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s) and address(es) of the customer contact person(s).

#### 2.7.2 Maintenance, Testing and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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**2.7.3 Deposits**

No deposits, prepayments, or advances of any form are collected by Carrier. No pre-paid calling cards, considered by the Arizona Corporation Commission a de facto pre payment, will be sold or offered in any form.

**2.7.4 Credit Allowance**

Credit for failure of service or equipment will be allowed only when failure is caused or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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### Interexchange Service

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#### 2.7.4 Credit Allowance

C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a customer order for a change in the service;
3. Interruption caused by the negligence of the customer or his authorized user;
4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

#### 2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

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**2.7.6 Payment and Billing**

- A. Services are provided and billed on a monthly basis. Each customer bill will set forth the company's name, address and toll free Customer Service telephone number which is available 24 hours per day.
- B. Payment is due upon receipt, but will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a returned check a fee of \$20.00 will be assessed the customer.
- D. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- E. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are bypassed on actual usage during a month will be billed monthly in arrears.
- F. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- G. In accordance with (KENTUCKY) KAR 5:006 Section 8 (3)(h), Customers failing to pay a bill for services by the due date will be charged a one-time late payment penalty on the amount owed for such services. Any payment received by the customer will first be applied to the bill for services rendered.

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### Interexchange Service

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#### 2.7.7 Application of Charges

The charges for service are those charges in effect during the period in which service was furnished.

#### 2.7.8 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached by dialing the toll free number set forth on all bills. (Toll Free: 1-866-2PRONET)

Any unresolved disputes may be directed to the attention of the Commission.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the company of the disputed portion.

#### 2.8 Carrier Responsibility

##### 2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to the 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues beyond two hours.
- C. Carrier will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Commission.

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### Interexchange Service

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#### 2.8.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

#### 2.8.3 Disconnection of Service by Carrier

Carrier, upon 10 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than twenty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff,
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Carrier may immediately terminate service, without notice if a dangerous condition exist which could subject a person to imminent harm.

#### 2.8.4 Fractional Monthly Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period service was discontinued. Divide the number of days by thirty days and then multiply by the monthly charge

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**SECTION 3 – DESCRIPTION OF SERVICE AND RATES**

**3.1     Timing of Calls**

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when the either party hangs up.

There are no charges incurred if a call is not completed.

**3.2     Start of Billing**

The Start of Service dates is the first day which service is actually provided to the customer. The End of Service date is the last day or any portion thereof that service is provided to the customer.

**3.3     Interconnection**

Services furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right of ways and other arrangements necessary for such interconnection.

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**3.4    Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**3.5    Calculation of Distance**

Usage charges are generally flat rated. However if a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by; applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates defined by AT&T in its FCC tariff No. 10.

Formula: 
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

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3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use periods for all Feature Group D (1+) services.

3.7 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and submitted to the Commission for prior approval.

Special Service charges will be based on the cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.

3.8 Service Offerings

The Company provides the following services:

3.8.1 Message Toll Service (MTS)

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

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#### 3.8.2 Inbound 800/888 Service

Inbound 800/888 Service is flat rate inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound 800/888 services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective Inbound 800/888 service customer's request for up to (10) 800/888 telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for 800/888 number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The 800/888 services telephone numbers(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to Inbound 800/888 service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

#### 3.7.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the Carrier's network via a toll free telephone number and personal identification number (PIN) issued by the Company.

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3.7.4 Directory Assistance

The local exchange company directory assistance will not be billed by Carrier.

3.7.5 Operator Service

The local exchange company operator service will not be billed by Carrier.

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**Interexchange Service**

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**SECTION 4 – RATES AND CHARGES**

**4.1 Usage Charges and Billing Increments**

**4.1.1 Usage Charges**

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

**4.1.2 Billing Increments**

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

**4.1.3 Rounding**

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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### **Interexchange Service**

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4.2 Arizona Residential Outbound and Inbound Service The following two programs allow the Customer to choose between two calling plans based on the frequency of their inter-state or intra-state calls.

4.2.1 ProNet In State Super Saver Rate

\$0.1490 per minute. (Carries an inter-state rate of \$0.0590)

Billed in 6 second increments after the first eighteen (30) seconds.

Monthly Recurring Charge: \$3.95 per month.

4.2.2 ProNet State to State Super Saver

\$0.1590 per minute (Carries an interstate rate of \$0.0459)

Billed in 6 second increments after the first eighteen (30) seconds.

Monthly Recurring Charge: \$3.95 per month.

4.3. Arizona Business Outbound and Inbound Service

4.2.1 ProNet In State Super Saver Rate

\$0.1490 per minute. (Carries an inter-state rate of \$0.0590)

Billed in 6 second increments after the first eighteen (30) seconds.

Monthly Recurring Charge: \$3.95 per month.

4.2.2 ProNet State to State Super Saver

\$0.1590 per minute (Carries an interstate rate of \$0.0459)

Billed in 6 second increments after the first eighteen (30) seconds.

Monthly Recurring Charge: \$3.95 per month.

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ISSUED:	May 7, 2002	EFFECTIVE:
ISSUED BY:	Keith D. Johnston, Chief Executive Officer ProNet Communications, Incorporated 3290 Blazer Parkway, Suite 201 Lexington, KY 40509	

**Interexchange Service**

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4.4 Travel Card Rates

\$0.1290 per minute

Billed in 6 second increments after the first eighteen (18) seconds.

Payphone Surcharge: See Section 4.10 below

4.5 Returned Check Charge

Any customer issuing Carrier check(s) returned to Carrier will be charged \$20.00 per check.

4.6 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

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ProNet Communications, Incorporated  
3290 Blazer Parkway, Suite 201  
Lexington, KY 40509

**Interexchange Service**

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**4.8     Presubscribed Interexchange Carrier Charge (PICC)**

A monthly Federal PICC shall be charged to each telephone number that is presubscribed to carrier per the following:

Primary residential line	\$1.04/line
Additional or secondary residential line	\$2.53/line
Single line business line	\$1.04/line
Multi-line business line	\$4.31/line

**4.9     Universal Service Fund Charge**

A monthly Federal Universal Service Fund tax shall be added to each bill based upon the total billed revenues. This charge shall not exceed the amount of the Federal assessment.

**4.10   Pay Telephone (Payphone) Surcharge**

A \$0.37 surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bill, this charge is reimbursed to pay telephone service provider.

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**ISSUED:     May 7, 2002****EFFECTIVE:**

**ISSUED BY:**   Keith D. Johnston, Chief Executive Officer  
ProNet Communications, Incorporated  
3290 Blazer Parkway, Suite 201  
Lexington, KY 40509



Pronet Communications, Inc.

May 7, 2002

Mr. John Bostwick, CC & N Specialist  
Mr. Phillip Dion, Administrative Law Judge  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, AZ 85007-2996

**RE: ProNet Communications, Incorporated Docket No: T-04042A-01-0651  
Application For a Certificate of Convenience and Necessity to Provide Resold  
Interexchange Service**

Dear Mr. Bostwick and Mr. Dion:

This letter acknowledges our telephone conversation on May 2, 2002. In order to confirm that our tariff states that ProNet Communications, Inc. **does not collect any form of deposits** we are submitting a new original tariff with the issue date of May 7, 2002. With this letter we have submitted said tariff and ten (10) copies to the Arizona Corporation Commission Docket Control Center. Please make note of the following:

- Regarding Deposits: Section 2.7.3 of Original Sheet 13 of enclosed tariff, issued May 7, 2002, states that "No deposits, prepayments, or advances of any form are collected by Carrier. No pre-paid calling cards, considered by the Arizona Corporation Commission a de fact prepayment, will be sold or offered in any form."
- Tariff Filing: We would like the enclosed tariff, issued May 7, 2002, to nullify previous tariffs submitted. The only changes in this tariff from previous tariffs has been the language in Section 2.7.3 of Original Sheet 13. This tariff is submitted as an original tariff.

We hope this clarifies any confusion we have created. Thank you for your kind assistance.

Respectfully submitted,

A handwritten signature in cursive script that reads "Coral Johnston".

Coral Johnston  
President